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In the Supreme Court of the United States

OCTOBER TERM, 1962

No. 419

LOCAL LODGE NO. 1836 OF DISTRICT 38 OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS, AFL-CIO, ET AL.,

PETITIONERS,

v.

LOCAL NO. 1505 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, ET AL.,

RESPONDENT.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIRST CIRCUIT

MOTION TO DISMISS

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Blanchard Printing Company, Boston, Mass. — Law Printers

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On January 24, 1963, the parties entered into an agreement settling the pending action. A copy of said agreement is annexed hereto.

The petitioner respectfully requests the Court to vacate

the judgment below and to remand the case to the Court of Appeals for the First Circuit with directions to remand the cause to the District Court for the District of Massachusetts to dismiss the complaint. *United States* v. *Munsingwear, Inc.*, 340 U.S. 36, 39, and cases cited in n.2; *Black* v. *Amen*, 355 U.S. 600.

By its Attorneys,

ARTHUR J. FLAMM
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11 Beacon Street
Boston, Massachusetts

PLATO E. PAPPS
1300 Connecticut Avenue, N.W.
Washington 6, D.C.

New York N.Y. January 24, 1963

The parties signatory below agree as follows:

1. An arbitration shall be conducted with IAM, IBEW and Raytheon as parties and with Saul Wallen as arbitrator, on the following submission:

Did the Company violate the IAM agreement by assigning the following work

1. Spencer Laboratory (Burlington)—The making of tools, jigs and fixtures from raw stock.
2. Quincy—The maintenance, set-up and servicing of stem bending machines.
3. Wayland Laboratories—The repair, replacement of parts and maintenance of blueprint machines.
4. Industrial Components Division (Newton)—The grinding of grid chopper blades on surface grinding machines.

to employees in the IBEW bargaining unit?

If so, what shall the remedy be?

The arbitration shall be final and binding on all parties.

2. Other grievances involving the contract issue involved in the foregoing four grievances shall be governed by such criteria or guides as may be set forth by Arbitrator Wallen as the basis for determining said four grievances. This shall apply either in subsequent arbitrations or in proceedings instituted under the AFL-CIO Internal Disputes Plan.

3. The United States Supreme Court shall be notified

that the case now pending before it involving the IAM, IBEW, and Raytheon as parties has been settled, and any other action necessary to make said case moot shall be taken by the parties involved.

Local No. 1836, IAM	Local 1505, IBEW
(s) Arthur J. Flamm, *Atty.*	(s) Timothy J. Murphy
Raytheon Company	David L. Cole
(s) Robert G. Hennemuth	(s) David L. Cole